SPECIAL MEETING OF THE COMMON COUNCIL OF THE CITY OF EL MIRAGE EL MIRAGE CITY COUNCIL CHAMBERS 14010 N. EL MIRAGE ROAD 4:00 PM - TUESDAY, JUNE 28, 2016

Members of the El Mirage City Council will attend either in person or by telephone conference call.

Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

I. ROLL CALL

Mayor Lana Mook Councilmember Roy Delgado Councilmember Jack Palladino Councilmember David Shapera Vice Mayor Joe Ramirez Councilmember Bob Jones Councilmember Lynn Selby

II. CALL TO ORDER

Pledge of Allegiance Moment of Silence Silence Cell Phones & Pagers

III. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

IV. CONSENT AGENDA

1. Consideration and action to clarify Council's June 21, 2016 motion to include the names of Monica Dorcey and Robyn Freberg as commissioners to fill two vacant Planning & Zoning Commission seats for two year terms ending June 30, 2018. (City Clerk)

V. REGULAR AGENDA

A. Consideration and action to approve Resolution R16-06-18 to enter into an Intergovernmental Agreement (IGA) with the City of Tolleson to provide police dispatch services. (Police Department)

VI. ADJOURNMENT

Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 12145 NW Grand Avenue, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF JUNE 28, 2016 I hereby certify that this agenda was posted by 3:00 p.m. on June 24, 2016 at the following locations:

1) the City of El Mirage Exterior Bulletin Board at 12145 N.W. Grand Avenue, and 2) the City of El Mirage website at www.cityofelmirage.org.

Sharon Antes, City Clerk



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 06/23/2016 DATE ACTION REQUESTED: 06/28/2016 REGULAR X CONSENT	TYPE OF ACTION: RESOLUTION # ORDINANCE # X_OTHER: Clarification	SUBJECT: Consideration and action to clarify Council's June 21, 2016 motion to include the names of Monica Dorcey and Robyn Freberg as commissioners to fill two vacant Planning & Zoning Commission seats for two year terms ending June 30, 2018.
TO: Mayor and Council FROM: Mayor		
RECOMMENDATION: Clarify Council's action to include the names of Monica Dorcey and Robyn Freberg to fill two vacant Planning & Zoning Commission seats for two-year terms ending June 30, 2018. PROPOSED MOTION: I move to clarify the Council's June 21, 2016 motion by adding to the record the names of the appointments of Monica Dorcey and Robyn Freberg to fill the two vacant P&Z Commission seats.		
DISCUSSION: Clarification of the revacant positions on the Planning & Zo. June 30, 2018. FINANCIAL IMPACT: N/A	ecord to include the names of Monica ning Commission for the next two yea	Dorcey and Robyn Freberg to fill the two ar term beginning July 1, 2016 and ending
DEPARTMENT LINE ITEM ACCO	UNT: N/A	
BALANCE IN LINE ITEM IF APPROVED: N/A		
Deputy City Manager/Finance Director Robert Nilles	6/23/16 Robert	s to form: A. Jalyssa 6/0-3/16 Hall, City Attorney Date
City Manager: Dr. Spencer A. Isom	6/23/16 Date	



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 06/22/2016	TYPE OF ACTION: RESOLUTION # R16-06-18	SUBJECT: Consideration and action to approve Resolution R16-06-18 to enter into
DATE ACTION REQUESTED: 06/28/2016	ORDINANCE #OTHER:	an Intergovernmental Agreement (IGA) with the City of Tolleson to provide police dispatch services.
REGULAR CONSENTX SPECIAL		
TO: Mayor and Council		
FROM: Terry McDonald, Police Chief		
RECOMMENDATION: Approve Resolution R16-06-18 to enter into an Intergovernmental Agreement (IGA) with the City of Tolleson to provide police dispatch services.		
PROPOSED MOTION: I move to appro	ve Resolution R16-06-18 as presented	l.
ATTACHMENTS: Resolution R16-06-18, Intergovernmental Agreement with Addendum A		
DISCUSSION: The El Mirage Police Department is seeking approval of an Intergovernmental Agreement with the City of Tolleson to provide 911 and non-emergency calls, dispatch services and administration of the police records management system.		
FINANCIAL IMPACT: See exhibit A for first year cost breakdown		
DEPARTMENT LINE ITEM ACCOUNT: N/A		
BALANCE IN LINE ITEM IF APPROVED: N/A		
Deputy City Manager/Finance Director: Approved as to form: Colort M. Hall, City Attorney Date Date Approved as to form: Robert M. Hall, City Attorney		
City Manager: Dr. Spencer A. Isom	123 /16 ate	

RESOLUTION R16-06-18

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE CITY OF EL MIRAGE RELATING TO POLICE DISPATCH SERVICES AND ADMINISTRATION; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF EL MIRAGE, as follows:

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Section 1.	That Intergovernmental Agreement between the City of El Mirage, an Arizona municipal corporation ("City") and the City of Tolleson, Arizona, an Arizona municipal corporation, relating to police dispatch services and administration is hereby approved substantially in the form and substance on file with the City Clerk and incorporated herein by reference.
Section 2.	The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the City of El Mirage, Arizona, this 28^{th} day of June, 2016.

	Lana Mook, Mayor
ATTEST:	APPROVED AS TO FORM:
Sharon Antes, City Clerk	Robert Hall, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF EL MIRAGE AND THE CITY OF TOLLESON FOR POLICE DISPATCH SERVICES AND ADMINISTRATION

This Intergovernmental Agreement ("Agreement") is entered into as of the ____ day of ______, 2016 (the "Effective Date") by and between the City of El Mirage, an Arizona municipal corporation ("El Mirage"), and the City of Tolleson, an Arizona municipal corporation ("Tolleson"). El Mirage and Tolleson are jointly referred to herein as the "Parties".

RECITALS

WHEREAS, the Parties are authorized by Ariz. Rev. Stat. §11-952 to enter into this Agreement; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities; and

WHEREAS, it is the desire of the Parties participating in this Agreement to work together for mutual benefit of our communities, the public and our personnel; and

WHEREAS, the Parties desire to more effectively provide police dispatch services and administration by participating in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

AGREEMENT

- 1. **Term of Agreement**. The initial term of this Agreement shall be from the Effective Date through June 30, 2017 (the "Initial Term"), and shall automatically renew itself annually for ten (10) years upon the first day of July of each year if El Mirage provides Tolleson written notice, no later than December 31, of funding availability for the following fiscal year.
- 2. **Purpose and Intent**. The City of Tolleson currently does not provide dispatch services to the El Mirage Police Department. In an effort to provide timely services to its Police Department, El Mirage has requested Tolleson to provide E-9-1-1 and non-emergency call answering communications and dispatch services and administration of its police records management system. The purpose of this Agreement shall be for the provision of:
 - a) E-9-1-1 and non-emergency call answering communications and dispatch services,
- b) administration of the Arizona Criminal Justice Information System ("ACJIS") record files in connection with providing the dispatch services by Tolleson on behalf of El Mirage; and
- c) providing El Mirage's access to and use of Tolleson's police records management system (Spillman Technologies' software and related computer hardware, but not the records themselves) provided, however, that El Mirage shall be responsible for obtaining their own licenses, purchasing of modules and paying annual software maintenance costs.

- 2.1 Tolleson, through the Communications Center located at 8350 West Van Buren, Tolleson, Arizona, 85353, shall be responsible for providing E-9-1-1 and non-emergency call answering communications and dispatch services pursuant to this Agreement. The Communication Center is operated as a division of the City of Tolleson Police Department. Except as otherwise agreed to, Tolleson shall retain exclusive authority over the Communication Center. Tolleson agrees to provide El Mirage forty-eight (48) hours' notice, in a manner requested by El Mirage, of any programmed downtime of its communications and case management systems.
- 2.2 El Mirage and Tolleson will work together to develop and revise police dispatch procedures and protocols. The parties agree to meet quarterly to accomplish this purpose. This may include, but not be limited to, the use of radio codes, code tables, and other standing orders regarding the Communication Center and communication and dispatch. The parties acknowledge that compliance with Regional Wireless Cooperative ("RWC") technical requirements for operating the communications system shall be the responsibility of Tolleson, considering the needs of El Mirage. The parties further acknowledge that they shall be individually responsible for their respective RWC subscriber accounts, mobile and portable radios and programming, fees, assessments and any other RWC requirements.
- 2.3 All data produced by El Mirage shall be exclusively owned by El Mirage even though it may be housed and maintained on computers owned by Tolleson. Tolleson shall not release El Mirage's data except in conformity with law or in accordance with El Mirage's consent. Tolleson shall notify El Mirage as soon as practical after receiving a request for El Mirage data.
- 3. **Personnel**. The Chief of the Tolleson Police Department shall use his reasonable discretion to determine the number of Public Safety Communications Officers (dispatchers) to be hired and needed at any given time in order to properly provide the El Mirage Police Department necessary communication and dispatch services twenty-four (24) hours a day, seven (7) days a week. Tolleson shall be responsible for hiring and training all dispatchers deemed necessary by the Chief of the Tolleson Police Department to serve the dispatch needs of El Mirage. The dispatchers shall be employees of the City of Tolleson subject to all City of Tolleson rules and regulations under the direction of the Tolleson Police Department Support Services Manager. Tolleson shall also provide training to El Mirage staff and new hires as may be needed with respect to the operation of the dispatch and case management systems.
- 4. **Costs**. In consideration of the services provided by Tolleson, El Mirage shall pay Tolleson the amount set forth on Exhibit "A", which will be the annual fee beginning with execution of the contract and continuing through the 30th day of June, 2017.
- 4.1 In addition to the annual fee, El Mirage shall reimburse Tolleson, upon invoice, Tolleson's costs associated with the start-up of providing services to El Mirage. Such start-up costs shall be in accordance with Exhibit "A" attached hereto.
- 4.2 After the Initial Term, as part of its annual budget process, El Mirage shall appropriate sufficient funds to cover the annual fee under this agreement. In order to plan for the annual fee, Tolleson shall notify El Mirage of the updated annual fee for the following fiscal year on or before March 15 of the current fiscal year. El Mirage shall pay Tolleson the updated annual fee beginning on the 1st day of July and continuing through the 30th day of June, for each fiscal year of service until June, 2027. The annual fee for each renewal year may be increased by the lesser of three percent (3%) or the most recent annual

- U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS PHOENIX-MESA, AZ Consumer Price Index, All Items, December 2001=100 for All Urban Consumers (CPI-U). In addition, should the two parties hereafter agree in writing, Tolleson shall provide and El Mirage shall pay for the proportional costs of providing any additional dispatch personnel required to comply with Section 3. Any additional personnel required to provide service under this agreement, shall commence employment on the next renewal date. The method of allocating proportional costs for additional dispatch personnel shall be based on each entities respective calls for service.
- 5. **Payment**. Upon execution of this Agreement, El Mirage shall pay Tolleson an amount equal to twenty-five percent (25%) of the total annual fee and shall make the same twenty-five percent (25%) payment on or about the first day of every third month. All start-up costs shall be paid upon invoice by Tolleson.
- 6. **Grants**. The Parties shall support efforts to apply and receive Federal and State Grants. In the event of termination of this Agreement, all right to and interest in Federal and State grants shall revert to Tolleson, unless otherwise set forth by the terms of the applicable grant.
- 7. **Equipment**. El Mirage shall purchase or otherwise provide all initial equipment necessary to provide E-9-1-1, non-emergency call answering communications, dispatch services, and administration of its police records management system. This shall include all equipment required for personnel of the El Mirage Police Department to communicate with the Tolleson Communications Center. Equipment required for personnel of the El Mirage Police Department to communicate would include items such as one dispatch console, handheld and portable radios, MDCs, remote access equipment/server, switches, and firewall and microwave link. Tolleson will work with the City of El Mirage to allow El Mirage Police Mobile Data Computers (MDC) remote access to its network and RMS system. In the event El Mirage does not acquire and/or provide the necessary initial equipment, Tolleson will be under no obligation to provide communications and dispatch services to El Mirage and may terminate this Agreement sixty (60) days after notifying El Mirage of such initial equipment deficiency. During such sixty (60) days, Tolleson is not required to provide any service dependent upon such equipment nor supply the missing initial equipment itself.
- 7.1 All initial equipment purchased or provided by El Mirage shall remain the property of El Mirage and, at El Mirage's request, shall be returned to El Mirage by Tolleson upon termination of this Agreement. El Mirage shall maintain an inventory list identifying its equipment.
- 7.2 El Mirage shall be responsible for maintaining in good working order and repair all initial equipment purchased or provided by El Mirage. In the event that any initial equipment purchased or provided by El Mirage is damaged, lost, stolen or no longer operative, El Mirage will be responsible for the expense for replacement, repair, or reimbursement. Nothing herein shall relieve either party from their responsibility to provide their own equipment for receiving communications and their own equipment sending communications.
- 7.3 Tolleson shall have the discretion to upgrade any of the equipment/software associated with providing services under this agreement. In the event that Tolleson elects to upgrade the equipment, El Mirage shall reimburse Tolleson for the cost to upgrade El Mirage's equipment in the same manner and time as Tolleson. If El Mirage does not have funds to reimburse Tolleson in its current budget, El

Mirage shall include the reimbursement cost in its next budget to reimburse Tolleson. In the event of a significant capital upgrade (costing more than \$100,000), Tolleson shall provide El Mirage with at least eighteen (18) months prior notice of such upgrade, or immediately upon notice from a communications service or equipment provider, if such upgrade must occur within eighteen (18) months.

- 7.4 El Mirage shall be responsible for complying with ACJIS certification through the Arizona Department of Public Safety.
- 8. **No Obligation to Respond.** Nothing in this Agreement is intended and shall not be construed to require the Tolleson police department to respond to calls for emergencies or provide law enforcement services for events that occur in the City of El Mirage. Notwithstanding the foregoing Tolleson will render assistance in accordance with State statute and City of Tolleson Police Department Policies and Procedures.
- 9. **Hold Harmless and Indemnification**. Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party to the extent arising from any negligent, reckless or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 9.1 Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend the other party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the Indemnified Party to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 9.2 In the event of any lawsuit that names the Parties as a defendant ("Defendant Party" or "Defendant Parties") the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other to the extent of the comparative allocation.
- 9.3 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party's employee assigned by a Party to do work under this agreement shall remain an employee of such Party.
- 10. **Insurance**. The Parties mutually agree to provide for their respective financial responsibilities with respect to liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program. The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party.
- 11. **Dispute Resolution**. In the event of any dispute, claim question or disagreement missing from or relating to this IGA or the breach thereof the Parties hereto shall use their best efforts to settle the dispute claim question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests attempt to reach a just and equitable solution satisfactory to both parties. If that fails, the Chief of Police of Tolleson has the final authority to decide all disputes involving the operations pursuant to this agreement. In the event the Parties are unable to resolve a dispute, claim, question, or disagreement relating to an alleged breach of this Agreement, or involving

liability to a third party or a party's obligation to indemnify the other party as a result of an event arising out of this Agreement, Tolleson and El Mirage agree to submit such dispute to mediation with a mutually agreed upon mediator. In the event of a disputed claim, each Party shall be responsible for its own costs and attorney fees.

- 12. **Termination**. Either party may terminate this Agreement on the renewal date or for convenience upon one hundred eighty (180) days prior written notice to the other party. Either party may terminate this agreement for breach upon providing thirty (30) days written notice to the other party.
- 13. **Notice**. Any notice required to be given under this Agreement will be provided by mail to:

Tolleson: City of Tolleson

Attn: Police Chief and City Manager

8350 W. Van Buren Tolleson, Arizona 85353

With a copy to: City of El Mirage

Attn: Police Chief 12401 W. Cinnabar Ave. El Mirage, Arizona 85335

- 14. **Conflict of interest**. No member, official or employee of any of the Parties may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Ariz. Rev. Stat. §38-5 I I. Each Party warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than the costs set forth herein and normal costs of conducting business and costs of professional services.
- 15. **General Provisions**. In no event shall either Party charge the other for any administrative fees for any work performed pursuant to this Agreement.
- 15.1 The Parties and their respective Councils shall not unreasonably withhold appropriate authority to fund this Agreement. Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and or governing bodies of the respective Parties. However, in the event that a party fails to appropriate funds to effectuate this agreement, the Agreement shall terminate at the end of appropriated fiscal year.
- 15.2 No individual member, official or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach under the terms of this Agreement.
- 15.3 Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default will not operate as a waiver of any default or of any such rights or remedies or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

- 15.4 If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- 15.5 Ariz. Rev. Stat. §41-4401, the Parties mutually warrant that they are in compliance with and further acknowledge that:
- 15.5.1 They and their subcontractors, if any, warrant their compliance with Ariz. Rev. Stat. §41-4401 and all federal immigration laws and regulations that relate to their employees and their compliance with Ariz. Rev. Stat. §23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer;
- 15.5.2 A breach of a warranty under subsection 15.5.1 above, shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement;
- 15.5.3 The parties mutually retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the agreement to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 15.5.1. above, and that the contractor agrees to make all papers and employment records of said employees(s) available during normal working hours in order to facilitate such an inspection;
- 15.5.4 Nothing herein shall make any contractor or subcontractor an agent or employee of either of the contracting governmental entities.
- 15.6 The captions contained in this Agreement are merely a reference and are not to be used to constitute or limit the text.

[End of Agreement. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby subs	cribe their names this day of, 2016.	
City of Tolleson	City of El Mirage	
City Manager Reyes Medrano	City Manager Spencer A. Isom	
City Clerk Crystal Zamora	City Clerk Sharon Antes	
This Agreement is in proper legal form and is with this state to those parties represented by the understand	nin the powers and authority granted under the laws of igned legal counsel.	
Tolleson City Attorney		
This Agreement is in proper legal form and is with this state to those parties represented by the underst	nin the powers and authority granted under the laws of igned legal counsel.	
El Mirage City Attorney		

EL MIRAGE PD DISPATCH SERVICES IGA EXHIBIT "A"

Tolleson Police Department El Mirage Dispatch Services Cost Projections

FIXED ANNUAL COSTS

Dispatcher position x3	\$208,091.52	Includes salaries and ERE's
Public Safety Systems Tech	\$69,363.84	Includes salary and ERE's

Duties include Spillman DB troubleshooting, EMPD training on Spillman, oversight of XML transfer and other Spillman interfaces

programming & troubleshooting of 911, radio and voice logger systems

Supervisory \$90,883.52 Includes salary and ERE's

Overtime \$20,000.00

Spillman Maintenance Each agency pay Spillman directly for respective fees

Motorola Maintenance\$15,000.00Voice Logger Maintenance\$600.00IT Support (secure network & connectivity)\$9,150.00Interpretation Services\$1,200.00Internet Services\$5,100.00

Sub-total: \$419,388.88

Management and administration \$22,219.44

Includes employee management including evaluations, discipline, complaints, investigations and other associated employee issues that must be handled at the management level. Calculated at 5% of annual sub-total, based upon estimated management time required.

TOTAL ANNUAL COSTS \$441,608.32

START-UP COSTS (Estimated not to exceed)

Personnel - 3 dispatchers hired 16wks prior	\$69,363.84 Inc 4 mos. Salaries & ERE's
Dispatch position furniture (inc cabling, electrical)	\$23,000.00 *
Move and installation of MCC7500 radio console	Note in IGA MCC7500 will be provided by El Mirage
or purchase of new MCC7500 if required	
911 computer telephony integration system (CTI)	\$30,000.00 *
Purchase of second router and Internet connection	\$15,000.00 *
Voice logger channels	\$3,500.00 *

Project management \$14,400.00

Includes staff overtime to manage project meetings, equipment installation and coordination and programming of new systems. and training of new dispatchers. Calcuated using \$30.00 overtime rate for 480 hours (20 hours per week for 24 weeks)

\$155,	263.84
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ESTIMATED FY 2016 - 2017 COSTS

Start-up costs	\$155,263.84
Annual costs for 1/2 year	\$220,804.16

TENTATIVE FIRST YEAR TOTAL COST \$376,068.00

NOTE: Costs do not include RWC subscriber and maintenance fees or data migration from one Spillman server to another.

NOTE: Amounts are all initial assessments based upon preliminary calculations without actual cost estimates based upon sensitivity of the project.

^{*} Costs not to exceed these amounts